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Attorneys for Plaintiffs

G-I HOLDINGS INC., INTERNATIONAL
SPECIALTY PRODUCTS INC. and
BUILDING MATERIALS CORPORATION
OF AMERICA d/b/a GAF MATERIALS
CORPORATION,

Plaintiffs,

v.

HARTFORD ACCIDENT & INDEMNITY
COMPANY, CENTURY INDEMNITY
COMPANY, AS SUCCESSOR TO CCI
INSURANCE COMPANY, AS SUCCESSOR TO
INSURANCE COMPANY OF NORTH
AMERICA, COMMERCIAL UNION
INSURANCE COMPANY, ALLSTATE
INSURANCE COMPANY, AS SUCCESSOR TO
NORTHBROOK INSURANCE COMPANY,
CERTAIN UNDERWRITERS AT
LLOYD'S, LONDON AND LONDON MARKET
COMPANIES, TRAVELERS CASUALTY &
SURETY COMPANY, AS SUCCESSOR TO
AETNA CASUALTY AND PROPERTY
COMPANY, CONTINENTAL CASUALTY
COMPANY, SUN INSURANCE
OFFICE OF AMERICA, THE NORTH RIVER
INSURANCE COMPANY, EQUITAS
REINSURANCE LTD., EQUITAS LTD.,
EQUITAS HOLDINGS LTD., EQUITAS
MANAGEMENT SERVICES LTD. and
EQUITAS POLICYHOLDERS TRUSTEE LTD.,

Defendants.

: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION: SOMERSET COUNTY
: DOCKET NO. L-980-97

Civil Action

**AMENDED CAPTION TO
SECOND AMENDED COMPLAINT**

Plaintiffs G-I Holdings Inc., International Specialty Products Inc. and Building Materials Corporation of America d/b/a GAF Materials Corporation, including their predecessors, successors, subsidiaries and other related corporate entities (hereinafter referred to collectively as "Plaintiffs"), by way of Second Amended Complaint against defendants, state as follows:

NATURE OF ACTION AND RELIEF SOUGHT

1. This is a civil action for damages, for declaratory judgment, for compensatory relief, for consequential damages and for punitive damages resulting from defendants' breaches of their contractual obligations to defend and indemnify plaintiffs against liabilities for various claims and losses covered by policies of insurance sold by the defendant insurers. Plaintiffs bring this action because they find themselves in the all too familiar position of many insureds -- having paid its premiums and otherwise complied with all of its obligations under the insurance policies sold by the defendant insurers, the defendant insurers have refused to fulfill their part of the bargain. Without just cause or excuse, they have refused to indemnify or defend plaintiffs against numerous environmental claims asserted against plaintiffs by both private parties and governmental entities here in New Jersey and elsewhere around the country.

JURISDICTION AND VENUE

2. The Court has jurisdiction over this action because each named defendant was authorized to do business in the State of New Jersey within the time period relevant to the causes of action stated herein and/or has transacted business within New Jersey by, *inter alia*, doing a series of acts in New Jersey for the purpose of realizing pecuniary benefits; contracting to supply services in New Jersey; and contracting to insure persons, property or risks located within New Jersey.

3. Venue is proper within this county because each named defendant insurer

- (3) Reasonable attorneys' fees and costs of this suit, and for such other and further relief as this Court may deem just and proper.

McCARTER & ENGLISH, LLP
Attorneys for Plaintiffs

BY: 

ANTHONY BARTELL
A Member of the Firm

Dated: July 1, 2003